



LONDON WATERPROOFING SOLUTIONS LTD

10 YEAR GUARANTEE SCHEDULE

Guarantee Holder:

Guarantee No:

Contract Value:

Treatment:

Guarantor:

Location of Treatment:

Completion Date:

SECTION 1: DEFINED TERMS

Wherever the following words or phrases appear in this **Written Guarantee** they will, unless otherwise stated, bear the meanings given to them in this section:

1.1 "**Completion Date**" means the date, set out in the Guarantee Schedule, on which the **Treatment** have been completed to the full satisfaction of both the **Guarantor** and the **Guarantee Holder**, no **Defects** are evident in the **Treatment** and the full **Contract Value** has been paid (other than any contractually agreed retention).

1.2 "**Contract Value**" means the price, set out in the Guarantee Schedule, paid by the **Guarantee Holder** to the **Guarantor** in respect of the **Treatment**.

1.3 "**Defect**" means a failure in the **Treatment**, caused by poor workmanship on the part of the **Guarantor**, which results in the penetration of free water into the structural waterproofing system applied by the **Guarantor**.

1.4 "**Guarantee Holder**" means the first beneficiary of this **Written Guarantee** from the **Guarantor**. Including both (a) the first owner of the **Treatment**, named in the Guarantee Schedule, as the **Guarantee Holder**; and (b) every subsequent owner of the **Treatment**.

1.5 "**Guarantor**" means the legal entity, set out in the Guarantee Schedule, responsible for servicing this **Written Guarantee** and who contracted with the first **Guarantee Holder** with a view to carrying out the **Treatment** on behalf of the **Guarantee Holder**.

1.6 "**Written Guarantee**" means this certificate of guarantee outlining the obligations of the **Guarantor** to rectify **Defects** in the **Treatment**.

SECTION 2: BENEFITS

2.1 The **Guarantor** agrees to rectify –at no cost to the **Guarantee Holder**- **Defects** in the **Treatment** which become evident within 10 years from the **Completion Date**.

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Telephone: 0207 458 4655 • Mobile: 07825 787858
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Directors: Peter Barber CSSW.,CRDS.,HA Inst RTS.,MIWSc, Alexander Schinas
Company Number: 8952957 VAT Reg. No: 1709 60405
Registered Office: 14 Austin's Place, Hemel Hempstead, HP2 5HN.





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SECTION 3: GENERAL EXCLUSIONS

3.1 The **Guarantor** shall not be responsible for;

3.1.1 any losses caused by improper maintenance of the **Treatment** on the part of the **Guarantee Holder**, in accordance with any instructions provided to the **Guarantee Holder** by the **Guarantor**;

3.1.2 any losses caused by anything other than recoverable **Defects** (those caused by poor workmanship on the part of the **Guarantor**, which result in the penetration of free water into the structural waterproofing system);

3.1.3 any losses which are not particular to the **Treatment** themselves, or which occur outside of the **Treatment**;

3.1.4 any losses of a cosmetic or aesthetic nature;

3.1.5 any losses arising out of the **Guarantee Holder's** instruction of third-party repairers without the **Guarantor's** permission;

3.1.6 any losses arising out of accidental, negligent or malicious damage;

3.1.7 any losses arising out of subsidence, landslip, earthquake, flooding or storms;

3.1.8 any losses arising outside of the guarantee period set out within this **Written Guarantee**;

3.1.9 any losses in respect of distress, loss of use, loss of profit, loss of enjoyment or loss of earnings arising as a result of any type of defect.

SECTION 4: GENERAL CONDITIONS

4.1 The provisions of this **Written Guarantee** shall only be enforceable by the **Guarantee Holder** against the **Guarantor** where;

4.1.1 The **Guarantee Holder** has paid the full **Contract Value** (other than any contractually agreed retention) in respect of the **Treatment**;

4.1.2 The **Guarantee Holder** shall carry out maintenance in accordance with any instructions provided by the **Guarantor**;

4.1.3 The **Guarantee Holder** shall take all reasonable precautions in good-faith to avoid any losses which may be recoverable under this **Written Guarantee**;

4.1.4 The **Guarantee Holder** shall make available to the **Guarantor** (and parties acting on behalf of the **Guarantor**) sufficient access to the **Treatment** to permit the **Guarantor** to fulfil its duties set out within this **Written Guarantee**;

4.1.5 The **Guarantee Holder** shall act solely in good faith in utilising this **Written Guarantee**.

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SECTION 5: GUARANTEE CLAIMS AND RECTIFICATION

5.1 In the event that the **Guarantee Holder** identifies a **Defect** in the **Treatment**; the **Guarantee Holder** shall contact the **Guarantor** within 60 days of such defects being identified.

5.2 Upon notification of potential **Defects**, the **Guarantor** shall arrange for an inspection of the **Treatment** to determine the nature of any defects and in particular, whether they constitute recoverable **Defects** under this **Written Guarantee**.

5.3 Where **Defects** are discovered by the **Guarantor**, the **Guarantor** shall rectify –at the **Guarantor's** own cost- those **Defects** and shall return any fee collected in respect of the inspection.

SECTION 6: TRANSFERABILITY

6.1 This **Written Guarantee** (and all benefit conferred to the initial **Guarantee Holder**) automatically transfers to subsequent owners of the property in which the **Treatment** are located.

SECTION 7: CONSIDERATION

7.1 The **Contract Value** is deemed to constitute valid consideration for the purposes of this **Written Guarantee**.

SECTION 8: LAW

8.1 This **Written Guarantee** is governed by the laws of the jurisdiction in which the **Treatment** are situated.

8.2 The **Guarantor** may use information provided by the **Guarantee Holder** for the purposes of purchasing –at the **Guarantor's** own cost- insurance to protect the provisions of this **Written Guarantee**.

8.2.1 For avoidance of doubt, this **Written Guarantee** is not an insurance product, and no such product is deemed to be in place until such time as a contract of insurance is in place between an insurer and the **Guarantee Holder**.

8.3 The provisions of this **Written Guarantee** do not prejudice the **Guarantee Holder's** statutory rights.

SECTION 9: DISPUTES ARISING UNDER THIS GUARANTEE

9.1 In the event of a dispute arising under this guarantee as to the amount to be paid or the work to be performed, the dispute may by agreement between the parties be referred for determination by an expert chosen by mutual agreement between the parties. If the parties are unable to agree on an expert within 7 days after the request by one party to another, or if the expert agreed upon is unable or unwilling to act, either party may apply to the Director of the Property Care Association for the appointment of a suitably qualified and experienced expert for the dispute in question.

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LONDON WATERPROOFING SOLUTIONS LTD

Signed on behalf of the GUARANTOR

Name:

Signature:

Capacity:

Date:

Signed on behalf of the GUARANTEE HOLDER

Name:

Signature:

Date:

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